

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NUMBER:11277-AG12-0629-086

IN THE MATTER OF: )  
 )  
ADAM J. CLEVINGER, )  
 Respondent. )  
 )  
6621 Parker LN )  
 Indianapolis, IN 46220 )

**FILED**

JAN 28 2013

STATE OF INDIANA  
DEPT. OF INSURANCE

Type of Agency Action: Enforcement

Insurance License No. 603948 (expired)

**FINAL ORDER**

On December 21, 2012, the Administrative Law Judge, filed her Findings of Fact, Conclusions of Law and Recommended Order in the above-captioned matter.

1. The Department served Findings of Fact, Conclusions of law, and Recommended Order and Notice of Filing Recommended Order on Respondents by mailing the same to his home address.

2. The Department has complied with the notice requirements of Ind. Code §4-21.5-3-17.

3. Neither party has filed an objection with the Commissioner regarding the Administrative Law Judge's Recommended Order, and more than eighteen (18) days have elapsed.

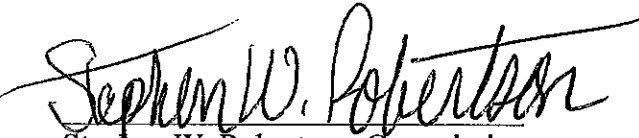
Therefore, the Commissioner of Insurance, being fully advised, now hereby adopts in full the Administrative Law Judge's Findings of Fact, Conclusions of Law, and Recommended Order and issues the following Final Order:

IT IS THEREFORE ORDERED by the Commissioner of Insurance:

1. Respondent's expired license is permanently revoked, effective immediately.
2. Respondent shall pay restitution to Debbie J. Wingo's estate in the amount of four thousand five hundred ninety-seven and 04/100 dollars (\$4,597.04), plus interest, within ninety (90) days.

Under Ind. Code §4-21.5-5-5, Respondent has the right to appeal this Final Order by filing a petition for Judicial review in the appropriate court within thirty (30) days.

ALL OF WHICH IS ORDERED by the Commissioner this 28<sup>th</sup> day of January, 2013.

  
Stephen W. Robertson, Commissioner  
Indiana Department of Insurance

Copies to:

Michael F. Mullen  
Indiana Department of Insurance  
311 W. Washington St., Suite 103  
Indianapolis, IN 46204

Adam J. Clevenger  
6621 Parker LN  
Indianapolis, IN 46220

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE  
CAUSE NUMBER:11277-AG12-0629-086

IN THE MATTER OF: )  
 )  
ADAM J. CLEVINGER, )  
Respondent. )  
 )  
6621 Parker LN )  
Indianapolis, IN 46220 )

FILED

DEC 21 2012

STATE OF INDIANA  
DEPT. OF INSURANCE

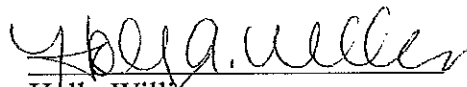
Type of Agency Action: Enforcement

Insurance License No. 603948 (expired)

**NOTICE OF FILING OF RECOMMENDED ORDER**

The parties to this action are hereby notified that the Administrative Law Judge's Findings of Fact, Conclusions of Law, and Recommended Order are deemed filed as of this date.

To preserve an objection to this Order for judicial review, you must object to the Order in a writing that: (1) identifies the basis of your objection with reasonable particularity; and (2) is filed with the ultimate authority for the Final Order, Stephen W. Robertson, Commissioner of the Department of Insurance, within eighteen (18) days from the date stamped on this Order.

  
Holly Williams  
Administrative Law Judge

Distribution:  
Adam H. Berry  
Indiana Department of Insurance  
West Washington Street, Suite 103  
Indianapolis, Indiana 46204

Adam J. Clevenger  
6621 Parker LN  
Indianapolis, Indiana 46220

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE  
CAUSE NUMBER:11277-AG12-0629-086

IN THE MATTER OF: )  
 )  
ADAM J. CLEVINGER, )  
Respondent. )  
 )  
6621 Parker LN )  
Indianapolis, IN 46220 )

FILED

DEC 21 2012

Type of Agency Action: Enforcement

STATE OF INDIANA  
DEPT. OF INSURANCE

Insurance License No. 603948 (expired)

**FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND RECOMMENDED ORDER**

Administrative Law Judge, Holly Williams, having considered and reviewed all of the evidence, will now render a decision in the matter of Respondent Adam Clevenger ("Respondent"), which came to be heard on September 25, 2012, at approximately 10:04 a.m. at the Indiana Department of Insurance, 311 West Washington St., Indianapolis, Indiana 46204.

The Indiana Department of Insurance ("Department") was represented by counsel, Adam H. Berry. Respondent was not present and was not represented by counsel. Witnesses testified under oath, evidence was heard, and exhibits were received into evidence.

Based upon the evidence presented at said hearing, the Administrative Law Judge now makes the following Findings of Fact and Conclusions of Law, and issues her Recommended Order as follows:

## FINDINGS OF FACT

1. Respondent was a licensed resident insurance producer, holding license number 603948. Respondent failed to renew his license when it expired on June 30, 2012. *Exhibit 1.*

2. In June 2008, Monumental Life Insurance Company ("Monumental") employed Respondent as an agent. Respondent reported to Monumental's Indianapolis office. *Exhibit 1; Transcript 12.*

3. Respondent served as an agent for Debbie J. Wingo. Through Respondent, Ms. Wingo was issued a life insurance policy by Monumental on February 28, 1995. *Exhibit 2.*

4. In August 2009, Respondent went to Ms. Wingo's home on two separate occasions and asked her to sign three (3) blank Monumental Policy Loan Request ("PLR") forms. *Exhibits 3, 4, 5, 6, 7, 8, & 9; Transcript pgs. 15-16.*

5. Respondent told Ms. Wingo that she had previously signed the wrong forms, so she needed to sign additional forms. In addition, Respondent told Ms. Wingo that he would complete the remaining portions of the forms. *Exhibit 3; Transcript pp. 15-16.*

6. During this meeting, Respondent did not inform Ms. Wingo what the PLR forms were or that the money borrowed against her policy would be used to pay premiums on unrelated policies owned by strangers. *Exhibit 3.*

7. On August 13, 2009, Respondent facsimiled two of Ms. Wingo's PLR forms to Monumental. The PLR forms requested loans for one hundred forty nine dollars and fifty nine cents (\$149.59) and three hundred fifty dollars and thirty cents (\$350.30).

This money was borrowed against Ms. Wingo's policy to pay the premiums for nine (9) unrelated policies. *Exhibit 4 & 7.*

8. On the PLR forms, Ms. Wingo's signature, Respondent's signature, and the information written above the signature blocks are identical, and appear to be photocopies of each other. (*See id.*)

9. During an internal audit in 2009, Monumental discovered that it processed loans against Ms. Wingo's policy to pay premiums on policies that insured individuals unrelated to Ms. Wingo. *Exhibit 2.*

10. Monumental responded to this by initiating an incident report. Monumental's Field Compliance Forensic Investigations unit ("FCFI") instructed the Indianapolis district manager to investigate this matter. *Exhibit 11.*

11. On September 9, 2009, the district manager interviewed Respondent, and Respondent filled out a "Monumental Life Field Employee Statement". *Exhibits 11 & 12.*

12. In his statement, Respondent hand wrote the following:

I had went to Mrs. Wingo's home to discuss her policies and help the agent by getting payment. She decided to do a loan to pay her premiums and also wanted a loan because she needed money. ... The IVR was incorrect ... so I went back out to do another loan and she decided she didn't need the extra money but asked if she could help some friends and family that have policies with us, with her policies. I told her she could do so with the proper paperwork, so that is what she decided to do.

*Exhibit 12.*

13. During the investigation period, Monumental sought a written statement from Ms. Wingo. *Exhibit 2.*

14. Respondent provided Ms. Wingo a statement to re-write in her own handwriting. Respondent asked Ms. Wingo to write a statement saying that she "lent some people some money to pay their policy." *Exhibit 3.*

15. Ms. Wingo was under the impression that Monumental would put the money back in her account. *Exhibit 3.*

16. The "Monumental Life Customer Statement" submitted by Ms. Wingo contains nearly identical language found in the statement Respondent gave to Ms. Wingo to re-write. *Exhibits 13 & 14.*

17. Upon receiving Ms. Wingo's Customer Statement, Monumental closed its investigation. *Exhibit 11.*

18. Between August 13, 2009, and January 13, 2011, at least four thousand sixty seven dollars and eighty eight cents (\$4,067.88) was "borrowed" against Wingo's policy and used to pay premiums on unrelated policies. Including interest charges, Wingo incurred total costs of four thousand five hundred ninety-seven dollars and four cents (\$4,597.04). *Exhibit 15; Transcript pgs. 35-36.*

19. Respondent continued to submit PLR forms against Ms. Wingo's policy. *Exhibit 3; Transcript pgs. 36-37.*

20. In 2011, Ms. Wingo submitted to Monumental her dispute as to the validity of the loans processed in 2009. Ms. Wingo told Monumental that Respondent asked her to lie on the 2009 customer statement to protect his employment. *Exhibits 2 & 16.*

21. Monumental advised Ms. Wingo that it would not reverse the loan transactions because of her 2009 customer statement and because the signatures on the loan forms were similar to her signature. *Exhibit 2.*

22. On September 2, 2010, and March 25, 2011, the Indiana Bureau of Motor Vehicles (“BMV”) suspended Respondent’s driver’s license. *Exhibit 18.*

23. Respondent failed to notify the Department of the administrative actions taken against him by the BMV. *Transcript pp. 44.*

24. Conclusions of Law that can be adopted as a Findings of Fact are hereby incorporated herein as such.

#### CONCLUSIONS OF LAW

25. The Commissioner of Insurance has jurisdiction over both the subject matter and the parties to this action.

26. This hearing was held in compliance with the Administrative Orders and Procedures Act of the Indiana Code and all procedures and rules set forth by such Act have been followed in this matter.

27. Service of process was completed via the use of the United States Mail in compliance with the statute and due process requirements.

28. Pursuant to Ind. Code § 27-1-15.6-12(b), “The Commissioner may reprimand, levy a civil penalty, place an insurance producer on probation, suspend an insurance producer’s license, revoke an insurance producer’s license ... or take any combination of these actions[.]”



29. Ind. Code § 27-1-15.6-12(b)(10) discusses action for “[f]orging another’s name to an application for insurance or to any document related to an insurance transaction.”

30. The Department has met its burden of proof by showing that Respondent forged another’s name to documents related to insurance transactions in violation of Ind. Code § 27-1-15.6-12(b)(10). Specifically, Respondent either photocopied or otherwise forged Wingo’s signature on the Monumental PLR forms.

31. Ind. Code § 27-1-15.6-12(b)(4) discusses action for “[i]mproperly withholding, misappropriating, or converting any monies or properties received in the course of doing insurance business.”

32. The Department has met its burden of proof by showing that Respondent improperly withheld, misappropriated, or converted monies or properties received in the course of doing insurance business in violation of Ind. Code § 27-1-15.6-12(b)(4). Specifically, Respondent executed policy loan transactions against Wingo’s policy to pay premiums on unrelated policies without her authorization or consent.

33. Ind. Code § 27-1-15.6-12(b)(8) discusses action for “[u]sing fraudulent, coercive, or dishonest practices, or demonstrating incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in Indiana or elsewhere.”

34. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent used fraudulent, coercive, or dishonest practices, or demonstrated incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in Indiana in violation of Ind. Code § 27-1-15.6-12(b)(8).

35. Ind. Code § 27-1-15.6-17(a) states that “[a] producer shall report to the commissioner any administrative action taken against the producer in another jurisdiction or by another governmental agency in Indiana not more than thirty (30) days after the final disposition of the matter. The report shall include a copy of the order, consent to order, or other relevant legal documents.”

36. The Department has met its burden of proof by showing, by a preponderance of the evidence, that Respondent failed to report the actions against him by the Indiana Bureau of Motor Vehicles to the Department within thirty (30) days in violation of Ind. Code § 27-1-15.6-17(a).

37. Findings of Fact that can be adopted as a Conclusion of Law are hereby incorporated herein as such.

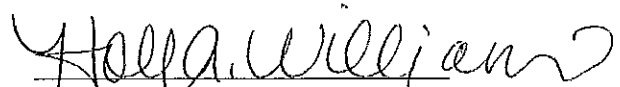
#### **RECOMMENDED ORDER**

With the Findings of Fact and the Conclusions of Law as stated, the Administrative Law Judge now recommends to the Commissioner of Insurance the following:

38. Respondent’s expired license should be revoked permanently, effective immediately.

39. Respondent should pay the full amount of restitution to Debbie J. Wingo’s estate in the amount of four thousand five hundred ninety-seven and 04/100 dollars (\$4,597.04), plus interest, within ninety (90) days of the Commissioner’s Final Order.

ALL OF WHICH IS ADOPTED by the Administrative Law Judge and  
recommended to the Commissioner this 21<sup>st</sup> day of December, 2012.

  
Holly Williams  
Administrative Law Judge

Distribution:

Adam H. Berry  
Indiana Department of Insurance  
311 W. Washington St., STE 103  
Indianapolis, IN 46204-2787

Adam J. Clevenger  
6621 Parker LN  
Indianapolis, IN 46220

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NUMBER: 11277-AG12-0629-086

IN THE MATTER OF: )  
 )  
ADAM J. CLEVINGER )  
6621 Parker LN )  
Indianapolis, IN 46220 )  
 )  
License No.: 603948 (expired) )  
 )  
Respondent. )

**FILED**

AUG 24 2012

STATE OF INDIANA  
DEPT. OF INSURANCE

**STATEMENT OF CHARGES**

The Enforcement Division of the Indiana Department of Insurance (“Department”), pursuant to Ind. Code § 4-21.5-1 *et seq.* and § 27-1-15.6 *et seq.*, files its Statement of Charges against Respondent, Adam J. Clevenger (“Respondent”), as follows:

**FACTS**

1. Respondent was a licensed resident producer, license number 603948, from June 30, 2008 through June 30, 2012. Respondent failed to renew his license.
2. On or about June 26, 2008, Monumental Life Insurance Company (“Monumental Life”) employed Respondent as an agent. Respondent reported to Monumental Life’s Indianapolis office, located at 9333 N. Meridian St., 46260.
3. Respondent served as Debbie J. Wingo’s (“Wingo”) agent for a life insurance policy issued by Monumental Life on February 28, 1995.

4. Respondent needed to borrow money against Wingo's policy to pay premiums on other, unrelated policies (i.e., policies not owned by Wingo nor affiliated with Wingo's financial affairs in any way).
5. On or about August 10, 2009, Respondent went to Wingo's home and asked her to sign at least two (2) blank Monumental Life "Policy Loan Request" ("PLR") forms. Respondent did not explain the nature of the documents to Wingo, nor did he inform Wingo that the money "borrowed" against her policy would be used for his own benefit.
6. A day later, on August 11, Respondent returned to Wingo's home. He told Wingo that she signed the wrong form(s) and asked her to sign at least one newer version of Monumental Life's PLR form. Respondent told Wingo "don't worry," that he would complete the remainder of the form.
7. On or about August 13, 2009, Respondent facsimiled two PLR forms to Monumental Life.
8. The August 13 PLR forms speak for themselves. However, one PLR form requested three hundred fifty and 30/100 dollars (\$350.30) from Wingo's policy to pay premiums for six (6) unrelated policies. The second PLR form requested one hundred forty nine and 59/100 dollars (\$149.59) from Wingo's policy to pay premiums for three (3) unrelated policies. Both forms contain identical Wingo signatures.
9. On or about August 14, 2009, Respondent facsimiled another PLR form to Monumental Life.
10. The August 14 PLR form speaks for itself. However, it requested three hundred eighty five and 65/100 dollars (\$385.65) from Wingo's policy to pay premiums for two (2) unrelated policies.
11. On or about August 25, 2009, Respondent facsimiled another PLR form to Monumental Life.

12. The August 25 PLR form speaks for itself. However, it requested two hundred fifteen and 40/100 dollars (\$215.40) from Wingo's policy to pay premiums for three (3) unrelated policies.
13. On or about September 1, 2009, Monumental Life initiated an incident report based on its review of Wingo's policy loan requests; specifically to inquire about Wingo's loans paying "premiums on unrelated accounts."
14. Monumental Life's Field Compliance Forensic Investigations unit ("FCFI") instructed the manager of the Indianapolis office, Thomas Grayson, to do the following: "Obtain a written statement from the customer regarding the loans and submit a statement of your investigation of this matter. Interview the agent to determine the circumstances surrounding these loans. Have agent complete a statement regarding these loans."
15. On or about September 9, 2009, Grayson interviewed Respondent. Per FCFI's instruction, Respondent completed a "Monumental Life Field Employee Statement," which stated, in part, as follows:

I had went to Mrs. Wingo's home to discuss her policies and help the agent by getting payment. She decided to do a loan to pay her premiums and also wanted a loan because she needed money. ... The IVR was incorrect ... so I went back out to do another loan and she decided she didn't need the extra money but asked if she could help some friends and family that have policies with us, with her policies. I told her she could do so with the proper paperwork, so that is what she decided to do.
16. Neither Wingo's friends nor family members own the policies for which Wingo's "loans" paid the premiums.
17. On or before September 15, 2009, Respondent returned to Wingo's home. Respondent told Wingo he was "going to get fired" because of the PLR forms that he asked Wingo to sign. Respondent said his wife had cancer, and he did not want to lose his job.

18. In anticipation of Grayson's interview, Respondent provided Wingo a "Monumental Life *Customer* Statement" (emphasis added). On it, Respondent wrote the "statement" he wanted Wingo to provide to Monumental Life. Respondent promised Wingo that if she cooperated with him, then he (and/or Monumental Life) would repay all of her money.

19. On or about September 15, 2009, Grayson and a fellow Monumental Life employee, Mark Rozenberg, interviewed Wingo.

20. Per FCFI's instruction, Grayson provided Wingo a Customer Statement to complete and turn-in. The statement Wingo submitted was identical, word-for-word to the statement Respondent asked Wingo to write. It stated, in part, as follows:

I asked Mr. Adam if I had some family or friends that have insurance with you all could I help them with my money in my policys [sic]. He told me I could ... and that there were forms I would sign to explain that. So I needed to help a couple family and friends so that is why I gave permission to use my money for their policys [sic]. I signed the forms to help out my family and friends with my policy money.

21. On September 29, 2009, after receiving Wingo's statement, Monumental Life closed its investigation.

22. On or about April 12, 2010, Respondent facsimiled two PLR forms to Monumental Life.

23. The April 12 PLR forms speak for themselves. However, one PLR form requested four hundred twenty nine and 00/100 dollars (\$429.00) from Wingo's policy to pay premiums for five (5) unrelated policies. The second PLR form requested one hundred forty three and 51/100 dollars (\$143.51) from Wingo's policy to pay premiums for three (3) unrelated policies. Both forms contain identical Wingo signatures.

24. On or about June 16, 2010, Respondent facsimiled another PLR form to Monumental Life.

25. The June 16 PLR form speaks for itself. However, it requested two hundred eighty six and 00/100 dollars (\$286.00) from Wingo's policy to pay premiums for three (3) unrelated policies. Wingo's signature on the June 16 PLR form is identical to her signature(s) on the April 12 PLR forms.
26. Based upon information and belief, between August 13, 2009 and January 13, 2011, Respondent either photocopied or otherwise forged Wingo's signature on as many as thirteen (13) PLR forms and "borrowed" at least four thousand sixty seven and 88/100 dollars (\$4,067.88), without Wingo's authorization or consent.
27. Except Wingo's signatures, the handwriting on the PLR forms is the same or similar to the handwriting on the documents referenced in Paragraphs 16 and 19, *supra*, which Respondent authored.
28. At no time did Wingo authorize Respondent to execute loan transactions to pay premiums on other, unrelated policies.
29. Monumental Life applied directly all loans requested by Respondent to numerous unrelated policies. Respondent never repaid Wingo the money he "borrowed" against her policy.
30. In July 2010, Monumental Life terminated Respondent's agent contract.
31. In 2011, Wingo informed Monumental Life that Respondent asked her to lie on the 2009 Customer Statement (*see supra*, Para. 20) to protect his employment. Wingo explained that Respondent promised to repay the loans in exchange "for her cooperation with the statement," but he never did.
32. Monumental Life refused to "reverse the loan transactions because of [Wingo's] 2009 statement and because the signatures on the loan forms were similar to her signature."



33. On or about September 2, 2010 and March 25, 2011, the Indiana Bureau of Motor Vehicles (“BMV”) suspended Respondent’s driver’s license.
34. Respondent failed to notify the Department of the administrative actions taken against him by the BMV.

**COUNT I**

35. Averments 1 through 34 are incorporated fully herein by reference.
36. Respondent forged another’s name to documents related to insurance transactions in violation of Ind. Code § 27-1-15.6-12(b)(10). Specifically, Respondent either photocopied or otherwise forged Wingo’s signature on Monumental Life PLR forms.

**COUNT II**

37. Averments 1 through 36 are incorporated fully herein by reference.
38. Respondent improperly withheld, misappropriated, or converted monies or properties received in the course of doing insurance business in violation of Ind. Code § 27-1-15.6-12(b)(4). Specifically, Respondent executed policy loan transactions against Wingo’s policy to pay premiums on unrelated policies.

**COUNT III**

39. Averments 1 through 38 are incorporated fully herein by reference.
40. Respondent used fraudulent, coercive, or dishonest practices, or demonstrated incompetence, untrustworthiness, or financial irresponsibility in the conduct of business in Indiana in violation of Ind. Code § 27-1-15.6-12(b)(8).


**COUNT IV**

41. Averments 1 through 40 are incorporated fully herein by reference.

42. Respondent failed to report the actions against him by the Indiana Bureau of Motor Vehicles to the Department within thirty (30) days in violation of Ind. Code § 27-1-15.6-17(a).

**WHEREFORE**, the Department, by counsel, Adam H. Berry, requests that the Commissioner: (1) permanently revoke Respondent's license; (2) order a fine in the amount of ten thousand and 00/100 dollars (\$10,000.00) per count; (3) order restitution plus interest, costs, and fees made payable to Wingo or her estate; and (4) all other appropriate relief.

Respectfully submitted,



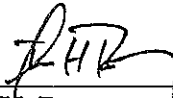
\_\_\_\_\_  
Adam H. Berry, #28215-49  
Attorney, Enforcement Division

Indiana Department of Insurance  
311 West Washington Street, Suite 103  
Indianapolis, IN 46204-2787  
Phone: (317) 234-8279  
Facsimile: (317) 232-5251

**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing has been served upon the following Respondent by United States first class mail, postage prepaid, this 23<sup>rd</sup> day of August, 2012:

Adam J. Clevenger  
6621 Parker LN  
Indianapolis, IN 46220



\_\_\_\_\_  
Adam H. Berry

STATE OF INDIANA )  
 ) SS:  
COUNTY OF MARION )

BEFORE THE INDIANA  
COMMISSIONER OF INSURANCE

CAUSE NUMBER: 11277-AG12-0629-086

IN THE MATTER OF: )

ADAM J. CLEVINGER )  
6621 Parker LN )  
Indianapolis, IN 46220 )

License No.: 603948 (expired) )

Respondent. )

**FILED**

AUG 24 2012

STATE OF INDIANA  
DEPT. OF INSURANCE

**NOTICE OF HEARING**

Notice is hereby given, pursuant to Ind. Code § 4-21.5-3-20, that an evidentiary hearing will be held on September 25, 2012 at 10:00 (a.m)/p.m., at 311 West Washington Street, Suite 103, Indianapolis, Indiana, to determine whether the Indiana Department of Insurance is entitled to the relief requested in its Statement of Charges.

The hearing will be conducted in accordance with the provisions of the Indiana Administrative Orders and Procedures Act. The Commissioner's authority to regulate an insurance agent's license is contained in Ind. Code § 27-1-15.6-12.

The issues to be resolved at the hearing are those described in the Statement of Charges.

The Department of Insurance asserts that Respondent Adam J. Clevenger violated Indiana insurance laws, specifically Ind. Code §§ 27-1-15.6-12(b)(4), 27-1-15.6-12(b)(8), 27-1-15.6-12(b)(10), and 27-1-15.6-17(a).

The Administrative Law Judge in this matter is:

Holly A. Williams  
Indiana Department of Insurance  
311 W. Washington St., Suite 103  
Indianapolis, IN 46204  
Telephone: (317) 232-0143

The Department of Insurance will be represented by its counsel, Adam H. Berry, who can be reached at:

Indiana Department of Insurance  
311 W. Washington St., Suite 103  
Indianapolis, IN 46204  
Telephone: (317) 234-8279

A party who fails to attend or participate in a prehearing conference, hearing or other later stage of the proceeding, may be held in default or have a proceeding dismissed under Ind. Code § 4-21.5-3-24.

Dated: 8/24/12

Holly A. Williams  
Indiana Department of Insurance

This Notice has been sent to:

Adam J. Clevenger  
6621 Parker LN  
Indianapolis, IN 46220

Adam H. Berry  
Indiana Department of Insurance  
311 W. Washington St., Suite 103  
Indianapolis, IN 46204

**CERTIFIED MAIL # 9214 8901 0661 5400 0002 8803 16  
RETURN RECEIPT REQUESTED**